

DENNIS J. HERRERA, State Bar #139669
City Attorney
JOANNE HOEPER, State Bar #114961
Chief Trial Deputy
SEAN F. CONNOLLY, State Bar #152235
Deputy City Attorney
Fox Plaza
1390 Market Street, 6th Floor
San Francisco, California 94102-5408
Telephone: (415) 554-3863
Facsimile: (415) 554-3837
E-Mail: sean.connolly@sfgov.org

Attorneys for Defendants
CITY AND COUNTY OF SAN FRANCISCO,
SAN FRANCISCO POLICE CHIEF FONG, AND
SAN FRANCISCO POLICE OFFICER DANNY MAY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JANET DEAN, individually, as successor
to PAUL DEAN, and as Guardian Ad
Litem for MARETA DEAN, a minor, and
DARYL DEAN, a minor, SARA BECK,
individually and as Guardian Ad Litem for
MATTHEW DEAN, a minor,

Plaintiffs,

vs.

CITY AND COUNTY OF SAN
FRANCISCO, SAN FRANCISCO
POLICE CHIEF HEATHER FONG, SAN
FRANCISCO POLICE OFFICER
DANNY MAY, DOES 1-50,

Defendants.

Case No. C 05-1876 EDL

**STIPULATION AND ~~PROPOSED~~
PROTECTIVE ORDER GOVERNING
CONFIDENTIAL MATERIAL**

Pursuant to Federal Rule of Civil Procedure 26(c) the parties have met and conferred and agree that the documents covered by this order require the protection of a protective order and that the mode of discovery of these documents be pursuant to this order.

1 GOOD CAUSE APPEARING, the parties stipulate, though their attorneys of record, to the
2 entry of an order as follows:

3 **STIPULATED PROTECTIVE ORDER**

4 1. Plaintiffs seek discovery of certain personnel records related to the individual
5 defendants in this action. Defendants will produce certain personnel records to plaintiffs' counsel
6 pursuant to and conditioned upon this Protective Order.

7 2. The materials to be produced will be referred to and identified as "CONFIDENTIAL"
8 or "CONFIDENTIAL PERSONNEL INFORMATION" documents.

9 3. The CONFIDENTIAL PERSONNEL INFORMATION shall not be exhibited, played
10 or otherwise disclosed, by plaintiff's counsel to other persons, except as specifically provided herein.

11 4. Plaintiff's Counsel may exhibit and/or disclose CONFIDENTIAL PERSONNEL
12 INFORMATION only to the following categories of person and no other unless authorized by Order
13 of the Court:

14 a. Plaintiff's Counsel;

15 b. Retained experts, retained investigators or consultants retained by plaintiff's
16 counsel to assist in the evaluation, preparation, or trial of this case; however, before any expert,
17 investigator, or consultant is permitted to review the CONFIDENTIAL PERSONNEL
18 INFORMATION, such individual must agree to comply with the terms of this Protective Order by
19 executing the document attached as Exhibit A. Plaintiff's counsel shall file and serve any Agreement
20 to Comply with the terms of the Order upon its execution; however, plaintiff's counsel shall not be
21 required to file any Agreement to Comply any earlier than the date that Expert Disclosures are
22 required to be made. Experts, investigators, and consultants shall not have any power to authorize
23 further disclosure of CONFIDENTIAL PERSONNEL INFORMATION to any other person.

24 5. Counsel for plaintiff may not provide originals or copies of the CONFIDENTIAL
25 PERSONNEL INFORMATION to any plaintiff absent the written agreement of counsel for the City
26 or a Court Order. For purposes of evaluating the settlement value or potential jury verdict, counsel
27 for plaintiff may discuss the general nature of the CONFIDENTIAL PERSONNEL INFORMATION
28

1 with plaintiffs without disclosing any identifying details about a specific incident or any documents.
2 Plaintiffs' counsel may also review with a plaintiff any statement or interview given by that plaintiff.

3 6. Nothing contained in this order shall prohibit any person, including any persons
4 described in 4(a-b) above, from using or referring to CONFIDENTIAL PERSONNEL
5 INFORMATION covered by this Protective Order in motion papers or pleadings filed with the Court,
6 provided that adequate provision is made to protect the confidentiality of the CONFIDENTIAL
7 PERSONNEL INFORMATION and provided that any portion of such motion papers or legal
8 pleadings that reference said CONFIDENTIAL PERSONNEL INFORMATION, if filed, are filed
9 under seal pursuant to the Court's rules and procedures (see Civil Local Rule 79-5).

10 7. In the event any person described in 4(a-b) above, desires to exhibit documents or
11 disclose CONFIDENTIAL PERSONNEL INFORMATION covered under this stipulation to
12 witnesses during trial or pretrial proceedings, such person shall meet and confer with counsel for
13 defendants to reach an agreement, in accordance with the Court's rules and procedures, on an
14 appropriate method for disclosure. Unless otherwise agreed, transcripts and exhibits that incorporate
15 documents and CONFIDENTIAL PERSONNEL INFORMATION covered under this stipulation
16 shall be sealed in accordance with the Court's rules and procedures, and shall be subject to the
17 provisions of this Protective Order.

18 8. Nothing in this Order shall be deemed to: (1) limit or waive any right of any party to
19 resist or compel discovery with respect to documents or other material which may be claimed to be
20 privileged or otherwise protected or protectable; (2) preclude any party at any time from seeking and
21 obtaining from the court, on an appropriate showing, additional protection, including an order that
22 material shall not be produced at all; or (3) constitute a ruling on the admissibility of any documents
23 or other material as evidence in this action.

24 9. All documents covered by this Order and copies thereof, including all copies provided
25 to any persons described in 4(a-b) above, will be returned to the City at the termination of this
26 litigation. On final disposition of this case, plaintiff's counsel shall within 30 days after the final
27 disposition of this case, without request or further order of this Court, return all Information to the
28 Deputy City Attorney of record in this matter. The provisions of this Order, insofar as they restrict

the communication and use of the documents or information covered by this Order, shall, without written permission of the City or further order of the court, continue to be binding after the conclusion of the action.

10. If the Court finds that any person, including any person described in 4(a-b) above, is responsible for the unauthorized disclosure of any documents, records or Confidential Personnel Information disclosed pursuant to this Protective Order, plaintiffs or plaintiff's counsel, or any person disclosing such documents, including any persons described in 4(a-b) above, or any of them, may be subject to sanctions and possible contempt.

IT IS AGREED:

Dated: February 28, 2006

DENNIS J. HERRERA
City Attorney
SEAN F. CONNOLLY
Deputy City Attorneys

By: /s/ Sean F. Connolly
SEAN F. CONNOLLY
Attorneys for Defendants

Dated: 2/7, 2006

Randolf Daar, Esq.

By: /s/ Randolph Daar
RANDOLPH DAAR
Attorney for Plaintiffs

Dated: 2-10, 2006

Matthew Kumin, Esq.

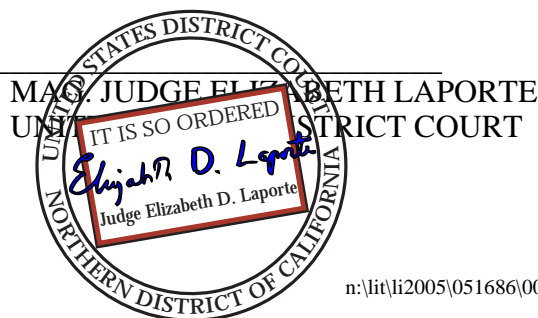
By: /s/ Matthew Kumin
MATTHEW KUMIN
Attorney for Plaintiffs

ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

March 2, 2006

DATED:



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

1 *Janet Dean et al. v. City and County of San Francisco, et al.*, Case No. C05-1876 EDL
2 United States District Court, Northern District of California

3 **AGREEMENT TO COMPLY WITH STIPULATED PROTECTIVE ORDER FOR**
4 **CONFIDENTIAL PERSONNEL INFORMATION**

5 I, _____, have read and understand the Court's Protective Order for
6 CONFIDENTIAL PERSONNEL INFORMATION. I agree to abide by all terms of the Order. In
7 addition, I specifically understand and agree to the following:

8 1. I will not disclose the CONFIDENTIAL PERSONNEL INFORMATION to any other
9 person.

10 2. I understand that I have no power to authorize any other person to review the
11 CONFIDENTIAL PERSONNEL INFORMATION.

12 3. I agree not to make copies of the CONFIDENTIAL PERSONNEL INFORMATION.

13 4. I agree to return the CONFIDENTIAL PERSONNEL INFORMATION to the counsel for
14 the party that produced it, at or before the conclusion of this litigation.

15 5. I understand that if I violate any of the terms of the Protective Order, then Plaintiffs,
16 Plaintiffs' Counsel, and I may be subject to sanctions or possible contempt.

17 AGREED:

18 DATE 2/27/06

/s/Matthew Kumin

MATTHEW KUMIN, ESQ.

19
20 DATE 2/16/06

/s/Randall Daar

RANDALL DAAR, ESQ.